

## WHEATON LEASE

### LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made this 13th day of April, 2005 (the "Effective Date"), by and between WHEATON COMMERCIAL CENTER ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership, hereinafter designated "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland, hereinafter designated "County", it being agreed that the County and the Landlord shall be referred to hereinafter each as a "Party", and collectively as the "Parties".

#### 1. Demised Premises.

(A) In consideration of the County's undertakings hereinafter set forth, including payment of rent as hereinafter specified, Landlord hereby leases to the County the building area located in a retail center to be known as Wheaton Center (herein called the "Shopping Center") located at 2715 University Boulevard, Wheaton, Maryland, 20902, described as Store address 2729 University Boulevard, Wheaton, Maryland 20902, containing approximately 1,863 rentable square feet, which general location is shown on Exhibit "A".

(B) Ingress and Parking. Except as otherwise set forth in Article 16 below (captioned, "Parking and Common Use Area"), together with the premises therein demised, the Landlord grants to the County a non-exclusive right of ingress and egress and free parking of vehicles of the County's Invitees (defined hereinafter) in the designated retail parking areas, and including a right for ingress and egress to and from the adjoining public streets, highways and/or service area.

(C) Acceptance of the Demised Premises. The County, by taking possession of the demised premises, shall accept the same "AS IS", and such taking of possession by the County on the Delivery Date (defined hereinafter) shall be conclusive evidence that the demised premises is in good and satisfactory condition at the time of such taking of possession.

2. Lease Term. The "Term" of this Lease shall commence on the date hereof, and shall end five (5) years after the "Rent Commencement Date", as hereinafter defined. The "Rent Commencement Date" shall be sixty (60) days after the Delivery Date (hereinafter defined). When possession of the demised premises is delivered to the County, Landlord and the County shall jointly execute an agreement setting forth the date on which possession has been delivered to the County, and the terms of this Lease. The term "Delivery Date" shall mean and refer to the date that Landlord tenders possession of the demised premises to the County.

#### 3. Annual Base Rent.

(A) Commencing with the Rent Commencement Date, and thereafter on the first day of each and every calendar month during the Term of the Lease, the County shall pay to Landlord Annual Base Rent for the demised premises in the following amounts, in equal monthly installments, in advance, as follows:

Lease Year	Annual Base Rent	Payable in equal monthly installments of:
1	\$59,616.00	\$4,968.00
2	\$61,404.48	\$5,117.04
3	\$63,246.60	\$5,270.55
4	\$65,144.04	\$5,428.67
5	\$67,098.36	\$5,591.53

All such monthly installments of the Minimum Annual Base Rent shall be payable to Landlord, in advance, without previous notice or demand therefor with the first monthly installment to be due and payable upon execution hereof, and each subsequent monthly installment to be due and payable on the first day of each and every month following the Rent Commencement Date during the Term hereof. If the Rent Commencement Date is a date other than the first day of a month, rent for the period commencing with and including the Rent Commencement Date until the first day of the following month shall be prorated at the rate of one-thirtieth (1/30th) of the monthly rental.

(B) The first "lease year" during the Term hereof shall be the period commencing on the Rent Commencement Date if it occurs on the first day of the calendar month, or the first day of the next succeeding calendar month if the Rent Commencement Date occurs on any date other than the first day of a calendar month, and shall terminate twelve (12) full calendar months thereafter. Each subsequent lease year during the Term hereof shall commence on the day immediately following the last day of the preceding lease year and shall continue for a period of twelve (12) full calendar months, except that the last lease year during the Term hereof shall terminate on the day that the Lease expires or is otherwise terminated. Any portion of the Lease Term which is less than twelve (12) full calendar months shall be deemed a "partial lease year".

(C) The County also agrees to pay and the Landlord agrees to accept as additional rental for each lease year or partial lease year of the Term the County's Percentage Share of any Real Estate Taxes (as hereinafter defined), the County's Percentage Share of the common area maintenance costs (as hereinafter defined) and the County's Percentage Share of Insurance (as hereinafter defined).

(D) Except as may otherwise be specifically provided herein, all installments of rent and all other sums hereinafter provided for as additional rent shall be payable without notice or demand and without set-off, allowance, counterclaim, abatement or reduction.

(E) No payment by the County or receipt by Landlord of a lesser amount than the monthly installment of Annual Base Rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided at law or in equity.

#### 4. Taxes and Assessments.

(A) For the purposes of this Lease, the term "Real Estate Taxes" means all taxes, rates and assessments, general and special, levied or imposed with respect to the land, buildings, and improvements now or hereafter located or built within the Shopping Center, including all taxes, rates and assessments, general and

special, and front foot benefit charges, levied or imposed for school, public betterment, general or local improvements and operations and taxes imposed in connection with any special taxing district. If the system of real estate taxation shall be altered or varied and any new tax or levy shall be levied or imposed on said land, buildings and improvements, and/or Landlord in substitution for real estate taxes presently levied or imposed on immovables in the jurisdiction where the demised premises is located, then any such new tax or levy shall be included within the term "Real Estate Taxes". Should any governmental taxing authority levy, assess, or impose a tax, excise and/or assessment, however described (other than an income or franchise tax), upon, against, on account of, or measured by, in whole or in part, the rent expressly reserved hereunder, or upon the rent expressly reserved under any other leases or leasehold interests in the Shopping Center, as a substitute (in whole or in part) or in addition to any existing Real Estate taxes on land and buildings and otherwise, such tax or excise on rents shall be included within the term "Real Estate Taxes".

(B) Landlord shall, in the first instance, be obligated to pay all Real Estate Taxes. The County shall reimburse Landlord, in the manner provided in paragraph (C) of this Article, as additional rent and in addition to Annual Base Rent and all other payments provided for herein, that portion of the Real Estate Taxes equal to the County's Percentage Share thereof determined by multiplying said Real Estate Taxes by a fraction, the numerator of which shall be the number of gross rentable square feet contained within the demised premises and the denominator of which shall be the gross rentable square feet of that portion of the Shopping Center included as part of the Real Estate Taxes billed. As of the Delivery Date, the term "County's Percentage Share" shall be equal to a fraction, the numerator of which shall be the number of gross rentable square feet contained within the demised premises and the denominator of which shall be the gross rentable square feet contained within the Shopping Center, it being agreed by the parties hereto that the County's Percentage Share, as of the Effective Date hereof, shall be Eleven and 6/10ths percent (11.6%), which percentage shall be subject to adjustment from time to time due to increases or reductions in the gross rentable square feet then contained in the demised premises and/or the Shopping Center, as applicable.

The Real Estate Taxes are defined as taxes billed and legally described as Triangle Park, said description subject to change.

(C) Landlord shall notify the County from time to time (and more frequently than once in any one lease year, if necessary), in advance of the amount of the actual or Landlord's estimate of the County's Percentage Share of Real Estate Taxes for the next succeeding tax fiscal year, and the County shall deposit monthly, at the same time and place as the payment of monthly installments of Annual Base Rent, an amount equal to one-twelfth (1/12th) of such amount, such monthly deposits to be in advance on the first (1st) day of each month commencing with the Rent Commencement Date. Any overpayment of the County's Percentage Share of Real Estate Taxes for any tax fiscal year shall be credited to rent thereafter due and payable (or refunded to the County at the expiration of this Lease) and any balance of the County's Percentage Share of Real Estate Taxes not covered by the accumulation of monthly deposits shall be paid by the County thirty (30) days after Landlord's written demand. To the extent that all or any portion of Real Estate Taxes are paid in advance in the jurisdiction in which the Shopping Center is located, the County shall also, on the Rent Commencement Date, reimburse Landlord for the County's Percentage Share of Real Estate Taxes for that portion of the then current tax fiscal year's Real Estate Taxes accruing after the Rent Commencement Date which have been paid by the Landlord as of the Rent Commencement Date, together with an amount [equal to the number of whole or partial months that have elapsed since the last due date of Real Estate Taxes times one-twelfth (1/12th) of the County's Percentage Share of Real Estate Taxes] sufficient to bring current its Real Estate Tax escrow fund as aforesaid.

(D) Reasonable expenses, including attorneys' fees, expert witness fees and similar costs, incurred by Landlord in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which are being contested by Landlord shall be included for purposes of the computation of the liability of the County under Section 4(C) above; provided, however, that in the event that the County shall have paid any amount of increased rent pursuant to this Article 4, and provided further that Landlord shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Landlord shall pay to the County the appropriate portion of such refund. Landlord shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion to abandon any contest with respect to the amount of any Real Estate Taxes without consent or approval of the County.

(E) The County will pay all property taxes and assessments on its personalty, fixtures, equipment and other property installed or placed in or upon the demised premises and on improvements therein made by the County. If any of the foregoing are assessed as part of the land or improvements situated within the Shopping Center, the County shall pay to Landlord, upon demand, the amounts of taxes levied thereon.

(F) If the termination date of this Lease shall not coincide with the end of a Real Estate Tax fiscal year, then in computing the amount payable under this Article 4 for the period between the commencement of the applicable Real Estate Tax fiscal year in question and the termination date of this Lease, the County's Percentage Share of Real Estate Taxes for the applicable Real Estate Tax fiscal year shall be equitably apportioned (on a per diem basis) so that the County shall pay only such portion of such Real Estate Taxes as is attributable to the portion of such Real Estate Tax fiscal year occurring during the Term of this Lease. The County's obligation to pay Real Estate Taxes under this Article 4 for the final period of this Lease shall survive the expiration, or earlier termination, of this Lease.

In the event that any present or future enactment of any state or political subdivision thereof or any governmental authority having jurisdiction there over: (a) imposes a tax and/or assessment of any kind or nature upon, against or with respect to the rents payable by tenants in the Shopping Center to Landlord derived from the Shopping Center or with respect to the Landlord's (or Landlord's lessor's) ownership of the land and improvements comprising the Shopping Center, either by way of substitution for all or any part of the taxes and assessments levied or assessed against such land and such improvements, or in addition thereto; and/or (b) imposes a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Shopping Center, such tax, assessment and/or surcharge shall be deemed to constitute "Real Estate Taxes" for purposes of this Article 4 and the County shall be obligated to pay the County's Percentage Share of Real Estate Taxes thereof as provided herein.

The County shall at times be responsible for and shall pay all municipal, county, state and Federal taxes assessed against the County's leasehold interest in the demised premises or against any personal property of any kind owned, installed or used by the County.

(G) A tax bill or true copy thereof, together with any explanatory statement of the area or property covered thereby, submitted by Landlord to the County shall be conclusive evidence of the amount of taxes assessed or levied, as well as of the items taxed. Further, the allocation between land and improvements reflected in that certain Landlord's Real Estate Tax Assessment Notice shall be conclusive in determining what portion of Real Estate Taxes is allocable to land versus what portion of Real Estate Taxes is allocable to improvements. If any real

property tax or assessment levied against the land, building or improvement covered hereby or the rents reserved therefrom, shall be evidenced by improvement bonds or other bonds, or in any other form, which may be paid in annual installments, only the amount paid or payable in any real estate tax fiscal year shall be included as Real Estate Taxes for that Real Estate Tax fiscal year for purposes of this Article 4.

5. Laws and Ordinances.

Except as otherwise provided in Article 55 below (captioned, "Compliance with Americans with Disabilities Act"), the County will, at its own cost, promptly comply with and carry out all orders, requirements or conditions now or hereafter imposed upon it by the ordinances, laws and/or regulations of the municipality, county and/or state in which the demised premises are located in connection with the demised premises, whether required of the Landlord or otherwise, and whether or not due to the conduct of the County's business or otherwise, except that Landlord shall comply with any orders affecting structural walls and columns unless due to the County's particular business or use of the demised premises. Subject to the terms and conditions set forth in Article 62 below (captioned, "Acknowledgement Concerning Statutory Limitations"), the County will indemnify and save Landlord harmless from all penalties, claims, and demands resulting from the County's failure or negligence in this respect.

6. Furniture; Fixtures. The County shall have the privilege of installing, subject to the written approval of the Landlord, which shall not be unreasonably withheld, conditioned or delayed, any furniture, fixtures and machinery necessary to the conduct of its business and the same shall remain the property of the County, provided (i) the same shall be removed by the County before the expiration of its tenancy, and (ii) in the event any damage is done to the demised premises in the removal of said furniture, fixtures or machinery, the County will promptly reimburse Landlord for the cost of such repairs as are necessary to restore the demised premises to its original condition, less ordinary wear and tear. In the event the County fails to remove said furniture, fixtures and machinery from the demised premises before expiration, or earlier termination, of this Lease, Landlord shall give the County written notice thereof, and the County shall have up to, but not more than, an additional thirty (30) days from expiration, or earlier termination, of the Lease in which to remove any such furniture, fixtures and machinery from the demised premises, it being agreed by the Parties hereto, however, that the County shall be deemed a holdover tenant, subject to the terms and provisions of Article 27, below, for any such additional time. In the event the County fails to remove any such remaining furniture, fixtures and machinery from the demised premises within such additional thirty (30) day period, it is agreed that the County is abandoning said furniture, fixtures and machinery, and same shall become the property of Landlord, who shall have the right to use, remove or dispose of said furniture, fixtures and machinery at the County's expense.

7. Repairs; HVAC Contract.

(A) The County shall at all times keep the demised premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, floors, walls, ceilings, fixtures, equipment and appurtenances thereof (including lighting, and air conditioning equipment, if any, and plumbing fixtures) in good order, condition and repair (including periodic painting, as reasonably determined by Landlord), except for structural portions of the demised premises (including, without limitation, the foundation and roof of the building) which shall be maintained by Landlord; provided, however, in the event Landlord is required to make repairs to structural portions by reason of the County's negligent acts or omissions to act, Landlord may charge the County for the cost of such repairs as additional rent. The County also agrees, at its own expense, to replace all plate glass in the demised premises which shall be damaged or broken.

from any cause, and to maintain at the sole cost of the County its exterior sign face, sign box and sign lighting. If the County shall refuse or fail to make or complete with reasonable dispatch any repairs required to be made by it, Landlord may make such repairs or cause them to be made, at the County's expense, and upon demand the County shall pay the cost thereof to Landlord as additional rent.

(B) If County further agrees at its own cost and expense to keep in effect during the Lease Term, and any extensions or renewals thereof, a full parts and labor maintenance contract on the air conditioning equipment, if any, servicing the demised premises, with a contractor licensed in this area, such contract and contractor to be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. The County agrees to provide the Landlord with a copy of this contract within thirty (30) days after the Rent Commencement Date, and thereafter before any such policy shall expire (but at least annually). If the County shall fail to maintain such air conditioning service contract, Landlord may obtain and maintain such contract, all at the County's expense, and upon demand the County shall pay the cost thereof to Landlord as additional rent. Notwithstanding any contrary provision contained in this Section 7(B), provided the County is the named tenant hereunder, in lieu of the County's requirement to keep in effect a full parts and labor maintenance contract with a licensed contractor approved by Landlord for the air conditioning equipment serving the demised premises, Landlord acknowledges and agrees that the County shall be permitted to use the County's maintenance personnel to perform the maintenance, repair and regular servicing of the demised premises' air conditioning equipment.

(C) Landlord shall, at its expense, within a reasonable time after receipt of written notice from the County, make all necessary repairs to the structural portions of the demised premises, the roof and the exterior of the building, excluding doors, windows and store front. The County agrees to promptly notify Landlord of any condition respecting such structure, roof or exterior that requires repair. Landlord's obligation with respect to repairs to the demised premises shall be only as expressly set forth in this Article 7.

8. County Alterations. Subsequent to the build-out of the County's initial leasehold improvements, the County shall not make any alterations, modifications or changes to any part of the demised premises, either exterior or interior, without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The County hereby represents and warrants that the quality, materials and design of the initial improvements to be constructed by the County within the demised premises as well as any subsequent improvements or alterations shall conform substantially with commercial standards, and that Landlord shall be entitled to written approval rights for any changes thereto, which approvals shall not be unreasonably withheld, conditioned or delayed. Subject to the provisions of Article 37 below (captioned, "Insurance"), Landlord may condition its consent upon the County's delivery to Landlord of a policy or policies of workmen's compensation, liability and property damage insurance, naming Landlord as an additional insured, in limits and with companies acceptable to the Landlord. In the event of any such approved work or changes, the County shall have all work done at its own expense, and performed in a good and workmanlike manner, and such work shall in no way be harmful to the structure or overload the electrical, plumbing, heating or air conditioning facilities of the demised premises or the Shopping Center. Requests for such consent shall be accompanied by plans stating in detail precisely what is to be done. The County and the County's contractors (who shall be licensed) shall comply with the building codes, regulations and laws now or hereafter to be made or enforced in the municipality, county and/or state in which the demised premises is located and which pertain to such work. Any additions, improvements, alterations and/or installations made by the County (but not including movable store and office furniture and fixtures) shall become and remain a part of the building and be and remain Landlord's property upon the termination of the County's occupancy of the demised premises; provided, however,

that if Landlord gives written notice to the County at the expiration or prior termination of this Lease to such effect, it may require the County to restore said demised premises to its original condition at the County's expense. The County shall save Landlord harmless from and against all expenses, liens, claims or damages to either property or person which may or might arise by reason of the making of any such additions, improvements, alterations and/or installations.

9. Mechanic's Liens. In the event any mechanic's lien shall at any time, whether before, during or after the Lease Term, be filed against any part of the Shopping Center by reason of work, labor, services or materials performed or furnished to the County, or its subtenants, or licensees, the County shall forthwith cause the lien to be discharged of record or bonded to the satisfaction of Landlord. If the County shall fail to cause such lien to be so discharged or bonded with security acceptable to Landlord within thirty (30) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the lien by paying the amount claimed to be due. The amount paid by Landlord, and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in procuring the discharge of the lien, shall be due and payable by the County to Landlord as additional rent within thirty (30) days of written demand therefor.

10. Damage. If the demised premises shall be partially or totally damaged or destroyed by any risk covered by Landlord's insurance, then Landlord shall diligently and as soon as practicable after such damage occurs (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company, and reasonable delay on account of "labor troubles" or any other cause beyond Landlord's control) repair or rebuild the demised premises, provided, however, that in no event shall Landlord be obligated to expend in such repair or rebuilding any sums in excess of the amount of insurance proceeds paid to Landlord in connection therewith. The foregoing notwithstanding, in no event shall Landlord be required to repair, restore or rebuild any portions of the demised premises constituting a part of the County's leasehold improvements or other tenant work, trade fixtures, equipment and personal property. If the demised premises are rendered wholly or partially untenantable by such damage or destruction, and such damage and destruction was without the fault or neglect of the County, its employees, agents or licensees, then the Annual Base Rent payable by the County under the Lease during the period in which the demised premises are so untenantable shall be equitably abated by the percentage that the unusable floor area of the demised premises bears to the total floor area thereof. Except as set forth in this Article 10, Landlord shall not be liable for any damages (including, without limitation, business interruption) that may be suffered by the County by reason of any casualty to the demised premises and/or Landlord's repairing or rebuilding thereof and/or the deprivation of the County's use and possession of the demised premises. All of the foregoing provisions of this Article 10 notwithstanding, if the demised premises are rendered wholly untenantable by fire or other cause, and the Landlord shall decide not to rebuild the same, or if the Shopping Center shall be so damaged that the Landlord shall decide to demolish it or not to rebuild it, then, or in any of such events, the Landlord may, at its option, cancel and terminate this Lease by giving to the County, within sixty (60) days from the date of such damage, notice in writing of its intention to cancel this Lease, whereupon the Term of this Lease shall cease, and, upon the tenth (10<sup>th</sup>) day after such notice is given, the County shall vacate the demised premises and surrender the same to the Landlord. If following any damage that Landlord is obligated to or elects to repair, Landlord either has not (a) commenced the repair work in a significant way within six (6) months after the date of damage or (b) completed the repair work within twelve (12) months after the date of damage, the County may terminate this Lease by written notice to Landlord at any time after such six (6) month or twelve (12) month period, as the case may be, and before Landlord commences or completes such repair work, as the case may be.

11. Eminent Domain. In the event that twenty-five percent (25%) or more of the demised premises, the building of which the demised premises are a part, or the Shopping Center is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority, and Annual Base Rent, the County's Percentage Share of Real Estate Taxes, the County's Percentage Share of common area maintenance costs and the County's Percentage Share of Insurance shall be prorated to the date when title vests in such governmental or quasi-governmental authority. If less than twenty-five percent (25%) of the demised premises is taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use, Annual Base Rent and the County's Percentage Share shall be reduced by the ratio that the portion so taken bears to the rentable square footage of the demised premises before such taking, effective as of the date when title vests in such governmental and/or quasi-governmental authority, and this Lease shall otherwise continue in full force and effect.

The County shall have no claim against Landlord as a result of any such taking, and the County agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as compensation or damages as a result of such taking; provided, however, that the County may, to the extent allowed by law, claim an award for moving expenses and for fixtures and other equipment installed by the County which shall not, under the terms of this Lease, be or become the property of Landlord at the termination hereof, as long as such claim is separate and distinct from any claim of the Landlord and does not diminish the Landlord's award.

Notwithstanding any provision to the contrary contained in this Section 11, if the nature, location or extent of any proposed condemnation affecting the Shopping Center is such that the Landlord elects in good faith to demolish all or substantially all of the buildings in the Shopping Center, then the Landlord may terminate this Lease by giving at least sixty (60) days written notice of termination to the County at any time after such condemnation and this Lease shall terminate on the date specified in such notice.

12. Roof Rights. Landlord shall have the exclusive right to use all or any portion of the roof of the demised premises for any purposes, and shall have the right to erect additional stories or other structures over all or any part of the demised premises.

13. Store Purpose; Trade Name.

(A) The demised premises shall be used solely for the purpose of conducting therein the operation of an employment center providing employment and training services (the "Specified Use"). The County shall not use all or any portion of the demised premises for any other purpose.

(B) The County affirmatively agrees and represents that it understands and accepts the following as terms of this Lease:

(1) The use of the demised premises solely for the Specified Use was critical to Landlord's decision to enter into this Lease. Landlord, in reaching its decision concerning the use of the demised premises, considered and was influenced by the tenant mix in the Shopping Center. Such decision by Landlord would not have been made if the County intended to use any portion of the demised premises for any purpose other than the Specified Use.

(C) In addition to the provisions of this Article 13 hereinabove, and in no way in limitation thereof, the County agrees not to commit waste on the demised premises, or to permit any objectionable noise or odor to emit therefrom, and not to use the demised premises for any unlawful purpose, or in violation of any

certificate of occupancy, nor permit any dangerous article to be brought on the demised premises unless safeguarded as required by law. The County and the County's employees, contractors, agents, invitees, licensees, customers, clients and guests (collectively, the "County's Invitees") shall not do or permit anything that would be deemed to interfere with Landlord's or any other tenant's use and enjoyment of the Shopping Center. The County acknowledges that it is Landlord's intention that the Shopping Center be operated a manner which is consistent with the highest standards of professionalism. Toward that end, the County shall not permit or encourage any loitering by any of Tenant's Invitees on or about the demised premises and the Shopping Center and shall not permit or encourage any actions or omissions by Tenant's Invitees which, in Landlord's sole, but reasonable, judgment, are inconsistent with the quality and operation of the Shopping Center or may tend to impose or detract from the image or high standards of the Shopping Center. Moreover, no nuisances, public or private, shall be allowed on the demised premises. Accordingly, the County covenants and agrees that it will comply with all of Landlord's reasonable written requests concerning the operation and on-site supervision of the business; provided, however, in making such requests, Landlord may not compel the County to perform any illegal acts. If the County shall fail to comply with Landlord's reasonable requests as aforesaid, the County shall be deemed in default of this Lease, and Landlord shall be entitled to pursue all remedies as provided for in this Lease. Without limiting the generality of the foregoing, in no event shall all or any portion of the demised premises be used as a so-called "adult bookstore" selling obscene or pornographic books or magazines, or for the sale of drug paraphernalia or related items, or as an amusement arcade, which term shall include the installation or use in any portion of the demised premises of one or more pinball, video, electronic, mechanical or other amusement or game machines of any kind, whether coin or token operated or otherwise.

(D) The "Trade Name" of the business operated in the demised premises shall be "Montgomery County Employment Learning and Professional Development Center". The County agrees not to change said name without the written permission of Landlord.

(E) The following uses are prohibited within the demised premises and the Shopping Center:

(i) uses involving the sale of sexually explicit material or paraphernalia;

(ii) any facility primarily used for gambling;

(iii) any facility the primary purpose of which is one of the following: retail food and beverage services, automobile sales or service, or the provision of recreation or entertainment;

(iv) any private or commercial golf course, country club, health club, massage parlor, tennis club, skating facility (including roller skating, skateboard, and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility or suntan facility; and

(v) any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

14. Signs. The County shall not furnish or install any signs, awnings, decals, stickers, graphics, advertisements, notices, flashing lights, neon lighting or noise making devices within, on or about the demised premises or Shopping Center visible or audible from the exterior of the demised premises without the prior written consent of Landlord first had and obtained. If any such sign, awning, decal, sticker, graphics, advertisement, notice, or other aforementioned device is inscribed, affixed or displayed without Landlord's written consent, then and in such event Landlord, at the County's sole cost and expense, shall have the right to either cause

the County to remove or to have immediately removed said item or matter.

The County shall have the right to erect, install and/or display the following during the Term of the Lease:

- (a) one (1) exterior "backlit awning" sign or exterior "channel letter" illuminated sign to be located on the storefront of the demised premises, which sign shall include the words "Montgomery County Employment and Learning Center" or similar language, it being agreed by Landlord that the County shall be permitted to display such words in both the English and Spanish languages; and
- (b) only for that certain period commencing on the date of full execution of this Lease by both Landlord and the County and expiring on the date the County opens for business the demised premises to the public, one (1) sign stating "Montgomery County Employment Learning and Professional Development Center Coming Soon" or similar language to be located on the storefront of the demised premises.

Notwithstanding the above, the County acknowledges and agrees that any and all signage and/or graphics, including without limitation those set forth in Subparagraphs (a) and (b) in the immediately preceding Paragraph, shall:

- (i) be at County's sole cost and expense;
- (ii) be consistent with other "backlit awning" and/or "channel letter" illuminated signage displayed at the Shopping Center;
- (iii) be subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed;
- (iv) be maintained by the County at all times in good repair and in a clean and orderly condition, to the reasonable satisfaction of Landlord;
- (v) be erected and maintained in accordance, and comply, with the county, state and/or other ordinances in force or effect at the time;
- (vi) comply with Landlord's sign criteria; and
- (vii) include the County's Trade Name as set forth above.

The County further recognizes that the foregoing representations and agreements of the County have been relied upon by the Landlord in the execution of this Lease and that any breach by the County thereof shall be deemed to be a material breach of the County entitling the Landlord to the exercise of such remedies as it shall determine, including without limitation, termination of the Lease.

If the County fails to repair or maintain any signage after receiving thirty (30) days written notice from Landlord, Landlord may (but shall not be obligated to) repair or arrange to have repaired such signage. Landlord may also submit an invoice to the County for the cost of repairs to the sign, which shall be paid to Landlord no later than thirty days (30) after demand therefor; provided, however, in the event such repairs are necessary due to Landlord's negligence or willful misconduct, Landlord shall have no such right to reimbursement, it being agreed that Landlord shall pay for any such repairs at its sole cost and expense. Except as expressly permitted by Landlord, no other signs, lights, lettering or other forms of inscription or advertising or display devices shall be displayed on the exterior of the

demised premises or on the immediate proximity to the inner or outer face of the show windows, entrances, doors or transoms nor shall the same be displayed in any other location within the demised premises from which said signs, lights, or other forms of inscription or advertising or display devices may readily be seen from outside the demised premises without prior written approval of Landlord as to size, material, design, quality and neatness thereof. It is further agreed that the County shall not use sidewalks, parking areas, and alleys for displays, wares, or signs of any kind. The Landlord shall determine during what hours the Shopping Center and any signs shall be lit.

Notwithstanding the foregoing contained in this Article 14, Landlord may, at its sole option during the Term of the Lease, initiate a new Shopping Center tenant signage program and may install with thirty (30) days notice to the County new County signs, provided that the County shall bear the cost of the sign insert with the County's Trade Name and that the Landlord shall bear all other costs associated with the fabrication and installation of such signage.

Any utility costs in connection with County's signage, unless paid directly by the County, the sign shall be part of the common area maintenance costs.

15. Exterior Signage Lighting. If requested by Landlord, the County shall keep lit any illuminated exterior signage from dusk until 10:00 p.m. during each and every day.

16. Parking and Common Use Area. All automobile parking areas, driveways, entrances and exits, and other facilities furnished by Landlord in or near the Shopping Center, including employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of the Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas, the right to construct, maintain and operate lighting facilities on all said areas and improvements, the right to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to and the right to restrict parking by tenants, their officers, agents and employees to employee parking areas. Landlord shall not, however, have any duty to police the traffic in the parking areas. However, if a parking lot attendant shall be required as determined by the Landlord or by ordinance, regulation or law, Landlord shall provide same, and the cost of such attendant shall be considered part of the cost of maintenance and operation of common areas as otherwise provided for in this Lease. The Landlord is obligated to hard surface, stripe and light the parking area.

Notwithstanding any provision to the contrary contained in this Lease, the County acknowledges and agrees that Landlord may, from time to time, designate portions of the Shopping Center parking areas (collectively, the "Designated Parking Spaces") for use by the County and the County's Invitees so as to effectively and efficiently allocate the Shopping Center parking spaces among the users, tenants and/or residents of the Shopping Center, it being further agreed that, in the event certain portions of the Shopping Center parking areas are designated as Designated Parking Spaces, the County and the County's Invitees shall be prohibited from parking, and shall not park, their cars or other vehicles in any Shopping Center parking spaces not deemed to be Designated Parking Spaces (the "Non-Designated Parking Spaces") and shall only park in the Designated Parking Spaces. Landlord shall have the right to modify the number and location of such Designated Parking Spaces in Landlord's sole, but reasonable, discretion. If any of the County's or the County's Invitees fails to park its vehicle in the Designated Parking Spaces, Landlord may give the County written notice of such violation, and the County shall use its best efforts to ensure compliance by the County and the

County's Invitees with the preceding parking requirements; provided, however, in the event of a violation of this Paragraph by any vehicle of the County or the County's Invitees, whereby any such vehicle is parked in a Non-Designated Parking Space, for any day or partial day thereof, Landlord may, in addition to any other remedies Landlord may have, attach a violation sticker or notice to the offending vehicle and, in the event of a further violation by the same vehicle, have the vehicle removed at the vehicle owner's expense.

Further, the County agrees to prohibit the loading or unloading of delivery vans, trucks, carts or vehicles of any sort by, through, into or from the front door or doors of the demised premises after 10:00 a.m. during each seven (7) days of the week.

17. Utilities: General.

(A) Landlord shall install a separate electric meter in the demised premises, which meter and system shall remain the property of Landlord. The County, at its own expense, shall maintain such meter and such system in good order and repair and shall pay for all charges and taxes measured by such meter within thirty (30) days after rendition of a bill therefor. The County, at its own expense, shall promptly pay all charges when due for gas, electricity and any other utility or energy charges and/or taxes incurred by the County in the use of the demised premises. Except as otherwise provided below, in no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the demised premises. If any utility is interrupted due to the negligence or willful misconduct of Landlord, its agents or employees, and such interruption causes the County to cease operations in the demised premises for a period of two (2) consecutive days or longer, then as the County's sole remedy, Annual Base Rent and all other charges will be abated until service is restored, the County hereby waiving all other remedies under this Lease, at law or in equity. The County will not be entitled to the above abatement if the interruption in the utility service is caused by the negligence or willful misconduct of the County, its agents or employees.

18. Utilities: Other. The County shall pay to Landlord within thirty (30) days after rendition of a bill therefor by Landlord in addition to all other charges provided for herein, and as additional rent, a sum equal to the amount (or the County's share, as reasonably determined by Landlord) of any cost to provide heat or water or sewer rent or charge, or any other tax, rent, fee, levy or charge, imposed in connection with the County's use, consumption or supply of heat or water, or the County's water system or the County's sewerage connection or system. However, in lieu of separate bills to the County, Landlord may include at Landlord's option the costs of heat or water and sewer services in the Landlord's common area maintenance costs. Notwithstanding the foregoing, in the event Landlord determines that the County is using excess water and sewer service, Landlord in its sole discretion, may install, a water meter or submeter for the demised premises alone, in which event the County, at the County's expense, shall maintain such meter and any installation equipment, in good order and repair, and the County shall pay for all water consumed as shown on such meter or submeter within thirty (30) days after rendition of a bill therefor.

19. Trash. The County will keep the demised premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, other pests and trash and dirt accumulations, and shall furnish adequate and proper receptacles inside the demised premises for trash and garbage. Landlord shall provide dumpster service for the trash collection needs of the County, and the County shall cooperate with Landlord in the scheduling of such trash collection service. The costs of any such service shall be included in the Landlord's common area maintenance costs or shall be separately billed to the County monthly, based on the ratio of the floor area of the demised premises to the aggregate floor area of all tenants to whom Landlord furnishes such service. In the event the County's use of the dumpster exceeds

normal trash collection needs, the County shall pay the excess trash collection charges for same as reasonably determined by Landlord from time to time. Landlord may at any time change such collection methods, and will give reasonable notice to the County. If the County requires additional dumpster service beyond that provided by Landlord, the County shall provide same at its own expense, provided that the selection and location of the County's dumpsters shall be subject to Landlord's prior written approval.

20. Keep Clean. The County agrees to keep the sidewalks abutting the demised premises in a clean and orderly fashion including, without limitation, and notwithstanding Landlord's common area maintenance obligations under Article 35 below (captioned, "Maintenance and Operation of Common Areas"), the removal of any ice and/or snow located thereon, and the County further agrees not to use any space, other than within the walls of the demised premises, for the sale or storage of merchandise or for service of any kind.

21. Indemnification. Subject to the provisions of Article 62 below (captioned, "Acknowledgement Concerning Statutory Limitations"), the County covenants and agrees that it will protect and save and keep the Landlord harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any law or ordinance, occasioned by the neglect of the County or those holding under the County, and that the County will at all times protect, indemnify and save and keep harmless the Landlord against and from all claims, loss, cost, damage or expense arising out of or from any act, omission or negligence of the County, its agents or employees, or arising from any accident or other occurrence on or about the demised premises causing injury to any person or property whomsoever or whatsoever, and will protect, indemnify, save and keep harmless the Landlord against and from any and all claims and against and from any and all loss, reasonable cost, damage or expense arising out of any failure of the County in any respect to comply with and perform all the requirements and provisions of this Lease; provided, however, the County shall not be liable for any such injury or damage, and any of Landlord's reasonable costs, expenses and liabilities, to the extent and in the proportion such injury or damage is ultimately determined to be attributable to the negligence or willful misconduct of Landlord, its agents or employees. Subject to the provisions of Article 62 below, the County agrees that the foregoing agreement to indemnify and hold Landlord harmless shall extend to reasonable attorneys' fees incurred by Landlord in the defense of any such claim.

All insurance policies, if any, to be carried by the County pursuant to this Lease shall contain an express waiver of any right of subrogation by the insurance company against the Landlord, its agents and employees. Subject to the provisions of Article 62 below, neither the issuance of any insurance policy required under this Lease nor the minimum limits specified herein shall be deemed to limit or restrict in any way the County's liability arising under or out of this Lease.

Subject to any provision of this Lease which expressly limits Landlord's liability, Landlord covenants and agrees to protect, defend, indemnify and hold the County harmless from and against any and all claims, damages, liabilities or expenses arising out of or from (a) any damage to property or injury or death to any person occurring in the common areas of the Shopping Center, and (ii) any negligence or willful misconduct of Landlord, its agents and employees acting within the scope of their agency and employment; provided, however, Landlord shall not be liable for any such injury or damage, and any of the County's costs, expenses and liabilities, to the extent and in the proportion such injury or damage is ultimately determined to the negligence or willful misconduct of the County or the County, its agents or employees.

22. Property at the County's Risk. It is understood and agreed that all personal property, goods, wares and merchandise in the demised premises shall be

and remain at the County's sole risk, and, except for the negligence or willful misconduct of Landlord, its agents or employees, Landlord shall not be liable for any damage to or loss of such personal property, goods and merchandise arising from the bursting, overflowing or leaking of the roof, or water, sewer or steam pipes, or from heating or of plumbing fixtures, or from the handling of electric wires or fixtures, or from any other cause whatsoever.

23. Insurance Risk. The County shall not keep gasoline or other inflammable material or any other explosives in the demised premises or in the building or use the demised premises or any part thereof, which may make void or voidable any insurance on the demised premises or Shopping Center, or which increase the premiums from time to time paid by Landlord above those premiums which are customarily in effect for similar shopping centers, and the County expressly agrees to conform to all rules and regulations from time to time established by any Insurance Rating Bureau or similar agency.

24. Landlord's Access. The Landlord and its agents shall have access to the demised premises at any and all reasonable times for the purpose of protecting the demised premises against fire, for the prevention of damage and injury to the demised premises, for repairs, improvements or replacements, or for the purpose of connecting electrical or telephone lines or for the purpose of inspecting the same. Landlord and its agents shall also have the right to enter the demised premises for the purpose of exhibiting the same to prospective purchasers, mortgagees or tenants. Landlord's entry upon the demised premises for any of the foregoing purposes shall not be deemed an eviction or disturbance of the County's use or possession of the demised premises, and shall not render Landlord liable in any manner to the County or any other person.

25. Intentionally Omitted.

26. Reletting. Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such reasonable alterations and reasonable repairs as may be necessary in order to rent the demised premises, and relet the demised premises or any part therefor for such term or terms (which may be for a term extending beyond the Term of this Lease) and at such rental or rentals and upon other terms and conditions as Landlord in its discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from the County to Landlord; second, to the payment of any costs and expenses of recovering and reletting the demised premises; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future rent and other charges as same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during that month by the County hereunder, the County shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the demised premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to the County or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the County damages it may incur by reason of such breach, including any unpaid rent and other charges or amounts due under this Lease which are due and owing at the time of termination, and reasonable attorneys' fees and other costs of recovering, repairing and redecorating the demised premises to a condition sufficient for reletting same. In addition, in the event of termination by Landlord as aforesaid if Landlord at its

sole option so elects, the County shall pay to Landlord, on demand, as liquidated, agreed final damages, the following:

The sum of (i) the difference between (a) the rent and other charges which would have been payable from the date of such demand to the date when this Lease would have expired if it had not been terminated as aforesaid, and (b) the fair rental value of the demised premises for the same period, with said difference being discounted at the rate of eight percent (8%) per annum to present worth; and (ii) commissions, advertising, cost of repairs and other expenses incidental to recovering and reletting the demised premises.

For all purposes of this Article 26, the term "rent and other charges" shall include Annual Base Rent, the County's Percentage Share of Real Estate Taxes, the County's Percentage Share of common area maintenance costs, the County's Percentage Share of Insurance and all other charges and pass-throughs, if any, provided herein.

Notwithstanding any contrary provision contained this Article 26, Landlord hereby acknowledges and agrees that in the event the Montgomery County Council fails to appropriate funds for the County's obligations under this Lease for the County's next succeeding fiscal year (i.e., the period commencing on the next succeeding July 1<sup>st</sup> and ending the following June 30<sup>th</sup>) prior to commencement of that next succeeding fiscal year, as more fully set forth in Article 61, below, the Lease will automatically terminate on June 30<sup>th</sup> of the then current fiscal year, it being agreed that the terms and provisions of this Article 26, and Landlord's right to relet the demised premises hereunder, shall apply only in the event (i) Landlord re-enters and takes possession of the demised premises as permitted hereunder, and (ii) the Lease has not been automatically terminated pursuant to Article 61, below, or by Landlord as otherwise permitted in this Lease.

27. Hold Over.

If the County shall not immediately surrender the demised premises on the day after the end of the Lease Term hereby created, then the County shall, by virtue of this Lease, become a tenant by the month, which may be terminated by either Party upon thirty (30) days advance written notice to the other Party, at one and a half (1½) times the Annual Base Rent, plus the County's Percentage Share of Real Estate Taxes, the County's Percentage Share of common area maintenance costs, the County's Percentage Share of Insurance, additional rent and any other charges provided for in this Lease, commencing said monthly tenancy with the first day next after the end of the Term above demised; and the County, as a monthly tenant, shall be subject to all of the conditions and covenants of this Lease as though the same had originally been a monthly tenancy.

28. Rental Sign. The County agrees to give Landlord permission to place a "For Rent" sign in the window(s) of the demised premises at any time within six (6) months before termination of the Lease Term.

29. Subordination and Attornment.

(A) This Lease is, and shall be, subject and subordinate to all ground or underlying leases and to all present and future mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any ground lessor, mortgagee or trustee. However, in confirmation of such subordination, the County shall execute and deliver to Landlord within thirty (30) days after Landlord's written request, any requisite or appropriate certificate or other document, acceptable to the County, to effect the subordination of the Lease. Notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this Lease

and, in the event of any foreclosure sale under such deed of trust, this Lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale. The County covenants and agrees that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any requisite or appropriate instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this Lease. The County agrees that neither the cancellation nor termination of any ground or underlying lease to which either this Lease is now or may hereafter before subject or subordinate shall, by operation of law or otherwise, result in cancellation or termination of this Lease or the obligations of the County hereunder, unless otherwise directed by the ground lessor.

(B) Attornment. The County further covenants and agrees to attorn to any successor to Landlord's interest in such deed of trust or ground or underlying lease, and in that event, this Lease shall continue as a direct lease between the County and such Landlord or its successor. In such case, the successor to Landlord's interest under such deed of trust or ground or underlying Lease shall not be bound by any prepayment on the part of the County of any rent for more than one month in advance, so that rent shall be payable under this Lease in accordance with its terms, from the date of the foreclosure of such deed of trust, or termination of the ground or underlying lease, as if such prepayment had not been made.

30. Notices. All notices, demands, requests, approval, consents or other instruments required or desired to be given hereunder by either party to the other shall be given by hand delivery or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Landlord:

c/o Greenhoot Cohen  
5101 Wisconsin Avenue, N.W., Suite 200  
Washington, DC 20016

with copies to:

Divaris Real Estate, Inc.  
11300 Rockville Pike, Suite 704  
Rockville, MD 20852  
Attn: Alan Luger

and

Holland & Knight LLP  
2099 Pennsylvania Avenue, N.W., Suite 100  
Washington, DC 20006-6801  
Attn: Janis B. Schiff, Esq.

If to the County:

Montgomery County, Maryland  
Department of Public Works and Transportation  
Office of Real Estate  
101 Monroe Street, 10<sup>th</sup> Floor  
Rockville, MD 20850

with copies, which copies shall not constitute notice, to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, MD 20850  
Attn: County Attorney

and

to the demised premises.

Either party may change its address by written notice to the other party. All rents or other payments due Landlord hereunder shall be paid by good check to Landlord at the above address or to such other person or place as Landlord shall designate by written notice given to the County.

31. Gender; Successors and Assigns.

Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number, in any place or places herein in which the context may require such substitution. The covenants and agreements herein contained shall, wherever appropriate, be binding upon and inure to the benefit or the heirs, administrators, executors, personal representatives, successors and assigns or the parties hereto.

32. Subletting and Assignment. The County shall not assign, mortgage, or hypothecate this Lease or any interest therein, nor shall the County sublet the demised premises or any part thereof, without the prior written consent of Landlord. . Landlord may grant, withhold or condition its consent upon such terms and provisions which Landlord may in its sole and exclusive discretion determine. Further, the County shall not have any right hereunder to mortgage or encumber any of the County's leasehold improvements to be made within the demised premises, and all such improvements shall be installed free and clear of any and all liens or encumbrances of any kind whatsoever. Any assignment or other transfer consented to by the County shall not relieve the County of any of its obligations under this Lease, and any such assignment or other transfer not first consented to in writing by Landlord shall be null and void.

In the event the County shall desire to assign this Lease or sublet any portion of the demised premises, the County shall give Landlord at least thirty (30) days prior written notice thereof. Landlord shall be entitled in such event to terminate this Lease, effective as of the date of such proposed subletting or assignment and exercisable only by written notice from Landlord within thirty (30) days following receipt by Landlord of such notice from the County. If, without Landlord's prior written consent, there shall be an attempted assignment or subletting, or if the demised premises shall be occupied by any party other than the County, Landlord may, in addition to and not in diminution of or substitution for any other rights and remedies under this Lease or pursuant to law to which Landlord may be entitled as a result thereof, collect rent from the proposed assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant, or a release of the County hereunder from the further performance by the County of the covenants under this Lease.

If Landlord shall consent to any requested transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession, such consent shall be deemed consent to that particular transaction only and shall not be deemed consent to any other or future transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession, as the case may be. Any permitted transfer, assignment, mortgage, hypothecation, encumbrance, subletting, license and/or concession shall be expressly subject to each and every term, covenant and condition of this Lease, unless otherwise specifically provided in writing executed by Landlord. Further, the County, subject to the indemnification limitations of Article 62 below, shall remain fully liable and obligated under and unconditionally guaranty all such terms, covenants and conditions.

Any transfer of this Lease or subletting of all or any part of the demised premises made without prior written consent of the Landlord shall entitle Landlord to terminate this Lease at any time after actual notice of such change by giving the County at least thirty (30) days prior written notice and, on the date fixed in such notice for termination of this Lease, this Lease shall expire and come to an end with the same effect as if said date were originally set forth in this Lease for expiration of the Term. The mere receipt by Landlord of rent from a party other than the County shall not be deemed actual notice of any change in control or ownership of the lessee hereunder.

33. Not Partners. The parties hereto by this agreement expressly do not intend as a matter of fact or law to create or constitute a partnership.

34. Continuous Occupancy.

(A) No later than sixty (60) days from the date Landlord tenders possession of the demised premises with its work therein substantially completed, the County shall occupy the demised premises and promptly open for business. Failure of the County to open for business as above specified shall constitute a default under this Lease.

(B) Throughout the Term, the County shall continuously conduct in the demised premises the business permitted under this Lease (and no other business, including specifically any business or use prohibited by the terms of this Lease), it being agreed by the Parties hereto that the County shall be in default hereunder in the event the County fails to open and operate in the demised premises the Specified Use for (i) a period of thirty (30) consecutive days at any time during the Term of the Lease, or (ii) more than thirty (30) days total in any twelve (12) month period (excluding Saturdays, Sundays and federal legal holidays). Regardless of the minimum number of hours per week the County is open for business, and regardless of which additional hours the County is open, the County shall in all events remain open for business during the hours of 10:00 a.m. to 5:00 p.m. Monday through Friday, excluding federal legal holidays.

35. Maintenance and Operation of Common Areas. Landlord agrees to keep the parking areas in the Shopping Center and the other common areas reasonably free of snow, ice and debris, and to keep the same lighted during such hours as from time to time determined by Landlord. Landlord further agrees to keep the parking areas in the Shopping Center and other common areas in good repair and order.

36. Cost of Maintenance and Operation of Common Areas.

(A) Common area maintenance costs are defined as costs and expenses incurred by Landlord, or others on Landlord's behalf, in operating, maintaining, repairing and replacing those areas and facilities common to the entire Shopping Center, for the benefit of the entire Shopping Center. Common areas are defined as all areas, facilities and improvements provided from time to time in the Shopping Center (except those within any store premises) for the mutual convenience and use of commercial tenants or other occupants of the Shopping Center, their respective agents, employees, customers and invitees, and shall include (if provided) but not be limited to parking areas and facilities, including, without limitation, roadways, entrances, sidewalks, canopies, service corridors, truckways, ramps, delivery areas, landscaped areas, package pickup stations, access and interior roads, retaining walls, lighting facilities, and management fees.

(B) For purposes of this Lease, the County's Percentage Share of common area maintenance costs shall be that percentage derived by dividing the total gross rentable square feet contained within the demised premises as designated in Section 1(A) hereof by the total gross rentable square feet contained

within the Shopping Center (as such total shall from time to time be determined by Landlord). Subject to adjustment as herein provided, the County shall pay Landlord on the Rent Commencement Date and on the first day of each calendar month during the Term hereof an amount estimated by Landlord to be the County's monthly Percentage Share of the common area maintenance costs, and Landlord may adjust said amount at the end of any calendar month on the basis of Landlord's experience and reasonably anticipated cost.

(C) Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish the County a statement covering such calendar year just expired showing the common area maintenance costs and the amount of the County's Percentage Share of common area maintenance costs for such year computed in accordance with this Article 36, and the payments made by the County with respect to such year as set forth hereinabove. If the County's Percentage Share of common area maintenance costs is less than the County's payments so made, the County shall be entitled to a credit of the difference, without interest, or if such share is greater than the County's said payments, the County shall pay Landlord the difference, without interest. The County and Landlord shall adjust and make refunds or pay the deficiency, as the case may be, within thirty (30) days after receipt of such statement. The County's Percentage Share of the common area maintenance costs shall be adjusted proportionately for any partial lease year.

37. Insurance.

(A) Landlord's Insurance. Beginning on the Rent Commencement Date, the County shall pay Landlord, as additional rent, the County's Percentage Share of the costs of all types of insurance coverages carried by Landlord covering the common areas and Shopping Center, including, without limitation, all risk insurance coverage, personal and bodily injury and property damage liability and automobile coverage, sign insurance, rent insurance and any other insurance that may be carried by Landlord covering the common areas and Shopping Center, all in limits and with deductibles selected by Landlord (collectively, "Insurance"). The County's Percentage Share of Insurance (the "Insurance Charge") shall be payable in equal monthly installments on the first day of each month. The Insurance Charge for any partial year or partial month will be prorated on a per diem basis. Landlord may adjust the Insurance Charge to reflect Landlord's actual cost of procuring such Insurance. Upon notice from Landlord, the County shall begin paying the adjusted amount until a subsequent adjustment is made. For purposes of this Lease, the County's Percentage Share of Insurance shall be computed by multiplying the total amount of such Insurance by a fraction, the numerator of which shall be the number of total gross rentable square feet in the demised premises, and the denominator of which shall be the number of total gross rentable square feet of space contained in the Shopping Center (as such total shall from time to time be determined by Landlord). Within one hundred twenty (120) days following the end of each calendar year, Landlord shall furnish the County a statement covering such calendar year just expired showing the cost of Landlord's Insurance and the amount of the County's Percentage Share of Insurance for such year, and the payments made by the County with respect to such year as set forth hereinabove. If the County's Percentage Share of Insurance is less than the County's payments so made, the County shall be entitled to a credit of the difference, without interest, or if such share is greater than the County's said payments, the County shall pay Landlord the difference, without interest. The County and Landlord shall adjust and make refunds or pay the deficiency, as the case may be, within thirty (30) days after receipt of such statement. The County's Percentage Share of Insurance shall be adjusted proportionately for any partial lease year.

(B) Fire Insurance. The County agrees that it will not do anything that will cause Landlord's insurance against loss by fire or other hazards, as well as

public liability insurance, to be cancelled or that will prevent Landlord from procuring same from acceptable companies and at standard rates. The County will further do everything reasonably possible and consistent with the conduct of the County's business, to obtain the lowest possible rates for insurance on the demised premises. If, however, the cost to Landlord of obtaining insurance on the demised premises (or the building in which the demised premises are located) is increased due to the County's occupancy thereof, the County agrees to pay, promptly upon demand, as additional rental, any such increase.

(C) Liability Insurance and Indemnification of Landlord.

Landlord shall not be liable to the County for any injury, loss or damages to the County or to any other person or property occurring upon the demised premises or the approach thereto or the parking facilities in or adjacent thereto from any cause other than the negligence or willful misconduct of Landlord. The County agrees to indemnify and save Landlord harmless against and from any and all liability, damages, expenses, including reasonable attorney's fees, claims and demands of every kind, that may be brought against it, for or on account of any damage, loss or injury to persons or property in or about the demised premises during the Term of this Lease, or during any occupancy by the County prior to the commencement of this Lease.

The County agrees to carry, at its own expense, at all times, during the Term hereof, public liability insurance, with minimum coverage amounts of (1) at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for injury, including death, to any one person, and (2) at least FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for injury, including death, per occurrence, and (3) with property damage coverage of at least TWO HUNDRED THOUSAND DOLLARS (\$200,000.00). These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 ("LGTC") Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301 et seq. (2002 Repl. Vol.), as amended from time to time.

All such policies shall name the County, Landlord and its agent as named insureds and shall contain a provision that the same may not be cancelled without giving Landlord at least ten (10) days' prior written notice. In addition, such policies or certificates evidencing that such policies are in effect shall be delivered to Landlord within thirty (30) days from the Effective Date hereof and renewals shall be delivered at least ten (10) days prior to the expiration or cancellation of any such policy.

(D) County's Right to Self-Insure. Notwithstanding any provision to the contrary contained in this Section 37, so long as Montgomery County, Maryland is the named tenant under this Lease, the County shall have the right to self-insure with respect to the risks otherwise required to be insured by the County pursuant to this Lease.

38. Additional Rent. If Landlord shall incur any charge or expense on behalf of the County under the terms of this Lease, or Landlord elects to cure any default of the County under this Lease, or is forced to incur any other expense arising from a default by the County (including, without limitation, reasonable attorney's fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce Landlord's right under this or any other Article of this Lease or otherwise) the sums so paid by Landlord with all interest, costs and damages shall be paid by the County to Landlord upon written demand and if not immediately paid shall be deemed to be additional rent, payable with the next due installment of Annual Base Rent; and in addition to and not in limitation of any other rights and remedies which Landlord may have in case of the failure by the County to pay such sums when due, such non-payment shall entitle Landlord to the remedies available to it hereunder for non-payment of rent.

39. Late Charges. If the County shall fail to pay, within ten (10) days after the same is due and payable, any installment of Annual Base Rent, the County's Percentage Share of Real Estate Taxes, the County's Percentage Share of common area maintenance costs, the County's Percentage Share of Insurance, additional rent, or any other charges or payments required to be paid by the County hereunder, the County shall, upon demand therefor from Landlord, pay, as additional rent, and in addition to the amounts due, the greater of (a) five percent (5%) of the amount due or (ii) interest at a per annum rate of eight percent (8%) on each such obligation from the day it is due until received by Landlord. Notwithstanding the foregoing, the County shall be permitted two (2) such late payments and notices of payment(s) past due sent by Landlord to the County in any twelve (12) month period without such penalty or interest accruing (as long as payment is made within ten (10) days following such notice, then any further late payments by the County within such twelve (12) month period shall automatically accrue such additional rent as set forth herein.

40. Quiet Enjoyment. Landlord covenants that if the County pays the rent and all other charges provided for herein, performs all of its obligations provided for hereunder, and observes all of the other provisions hereof, the County shall at all times during the Term hereof peaceably and quietly have, hold and enjoy the demised premises, without any interruption or disturbance from Landlord or anyone claiming through or under Landlord, subject to the terms hereof.

41. Transfer of Landlord's Interest; Landlord's Liability. Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in the demised premises or the Shopping Center, and upon written notification by Landlord to Tenant of such sale or transfer, which notification shall include the name and address of such purchaser or assignee, (i) Landlord shall thereupon and without further act by either party hereto be released and discharged of all covenants and obligations of Landlord hereunder thereafter accruing, and (ii) it shall be deemed and construed conclusively, without further agreement between the parties, that the purchaser or other transferee or assignee has assumed and agreed to perform the obligations of Landlord thereafter accruing. The liability of Landlord hereunder shall be limited to the assets and properties of the ownership entity owning the Shopping Center.

42. No Waiver. The failure of Landlord or the County to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord or the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

The acceptance by Landlord of rent, with knowledge of any breach by the County of any condition or covenant of this Lease, shall not be deemed a waiver of such breach, nor shall the acceptance by Landlord of rent after the termination in any way of this Lease or after giving any notice by Landlord operate to reinstate, continue, or extend the Lease Term, or affect any notice. No receipt of any rent after the commencement of suit, or after final judgment for possession of the demised premises, shall reinstate, continue, or extend the Lease Term or affect said suit or said judgment. No waiver with respect to another tenant shall constitute a waiver in favor of the County.

43. Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition

of this Lease shall be valid and enforced to the fullest extent permitted by law.

44. Rules and Regulations. The County shall at all times comply with the rules and regulations set forth on Exhibit "B" attached hereto, and with any additions thereto and modifications thereof adopted from time to time by Landlord, provided any such additions or modifications are delivered to the County prior to same taking effect, and each rule or regulation shall be deemed as a covenant of this Lease to be performed and observed by the County.

45. Applicable Law. This Lease shall be construed under the laws of the State of Maryland.

46. Captions and Headings. Captions and headings are for convenience and reference only.

47. Intentionally Omitted.

48. Modification. This writing is intended by the parties as the final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can only be modified by a writing signed by all of the parties or their duly authorized agents.

49. Intentionally Omitted.

50. Estoppel Certificate.

The County agrees, at any time and from time to time, upon not more than thirty (30) days prior written notice by Landlord, to execute, complete, acknowledge and deliver to Landlord, or to such person(s) as may be designated by Landlord, an estoppel certificate on the County's standard form of estoppel certificate (the "County Form of Estoppel"), which County Form of Estoppel is attached hereto as Exhibit C. Any such certificate delivered by the County pursuant hereto may be relied upon by any owner of the Shopping Center, any prospective purchaser of the Shopping Center, any mortgagee or prospective mortgagee of the Shopping Center, or any interest therein, or any prospective assignee of any such mortgagee.

51. Waiver of Jury Trial and Right of Redemption.

(A) The County hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or the County against the other, or any matters arising out of or in any way connected with this Lease, the relationship of Landlord and the County and/or the County's use or occupancy of the demised premises.

(B) The County hereby expressly waives any and all rights to recover or regain possession of the demised premises, or to reinstate or redeem this Lease, as permitted or provided by any statute, law, or decision now or hereafter in force and effect, in the event the County is evicted or dispossessed of the demised premises, by reason of default or breach by the County of any of the covenants and conditions of this Lease or otherwise. In addition, the County hereby expressly waives any and all right to bring any action whatsoever against any tenant taking possession after the County has been dispossessed or evicted hereunder, or to make

any such tenant a party to any action brought by the County against Landlord.

52. Intentionally Omitted.

53. Intentionally Omitted.

54. Mortgagees' Right to Cure Landlord's Default.

The County agrees that in the event the Landlord is in default under this Lease, any mortgagee of Landlord's interest in the demised premises, and the lessor under any ground or underlying lease which includes the demised premises, shall be permitted (but not required) to enter the demised premises, shall be permitted (but not required) to enter the demised premises during normal business hours for the purpose of correcting or remedying such default, and the County agrees to accept performance by such mortgagee or ground or underlying lessor in lieu of performance by the Landlord. The County further agrees that, from and after specific written request by Landlord to do so (which request sets forth the name and address of any mortgagee or ground or underlying lessor), the County will, simultaneously with the giving of any notice to Landlord as required or permitted hereunder, give a copy of such notice to such mortgagee or ground or underlying lessor and that any such notice to Landlord shall not be effective unless the County has simultaneously given such notice to such mortgagee or ground or underlying lessor.

55. Compliance with Americans with Disabilities Act. The County, at its sole cost and expense, shall be responsible for the making of all alterations to the demised premises which are or become necessary: (a) to comply with the Americans with Disabilities Act, provided, however, the County shall not be responsible for the making of any alterations in and to the demised premises as a result of any violations contained therein existing as of the Delivery Date, it being agreed any such alterations shall be the obligation of Landlord; (b) because of any action or use of the County; or (c) subject to Landlord's obligations set forth in Subparagraph (a) above, in order to accommodate the needs of any of the County's Invitees.

56. Intentionally Omitted.

57. Limitation on Right of Recovery Against Landlord. It is specifically understood and agreed that there shall be no personal liability of any shareholder, partner, director, trustee, officer, employee, representative, or agent of Landlord, in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord or any of its obligations under this Lease, the County shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of the County's remedies. Accordingly the County hereby agrees to look solely to Landlord's equity in the Shopping Center for the satisfaction of any claim arising from this Lease and shall not seek to impose personal liability on any shareholder, trustee, partner, officer, employee, representative or agent of Landlord. A similar limitation on liability shall be inserted in each document executed by Landlord pursuant to this Lease.

58. Maryland Condominium Act. The property comprising the Shopping Center has been subjected to a condominium regime in accordance with the provisions of the Real Property Article, Title 11, Section 11-101, et seq., of the Annotated Code of Maryland (1988 Repl. Vol.), as supplemented from time to time (the "Act"). The terms of this Lease shall be subject in all respects to the provisions of the Act, as amended from time to time, and the Declaration and Bylaws of The Ambassador, A Condominium (the "Declaration and Bylaws") recorded among the Land Records of Montgomery County, Maryland at Deed Book 10984, Page 520, as supplemented from time to time. The County hereby acknowledges that Landlord has provided copies of the Declaration and Bylaws to the County. Failure of the

County to comply with the terms of the provisions of the Act and the Declaration and Bylaws shall be deemed a default under this Lease, which default may be remedied by the County in accordance with this Lease and by The Ambassador, A Condominium Association in accordance with the Act.

59. Intentionally Omitted.

60. Contract Solicitation / Broker's Fees or Commissions.

Except for Divaris Real Estate, Inc. (the "Broker"), Landlord represents that it has not retained anyone to solicit or secure this Lease from the County, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics.

Landlord and the County each represent and warrant to one another that, except as set forth above, neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Landlord shall indemnify and hold the County harmless, and the County, subject to the indemnification limitations set forth in Article 62 below, shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

61. Non-Appropriation.

(A) Landlord and the County acknowledge and agree that, so long as Montgomery County, Maryland is the named tenant hereunder, this Lease is subject to the annual appropriation of funds.

(B) If the Montgomery County Council fails to appropriate funds for the County's obligations under this Lease for the County's next succeeding fiscal year (i.e., the period commencing on the next succeeding July 1<sup>st</sup> and ending the following June 30<sup>th</sup>) prior to commencement of that next succeeding fiscal year, the County will promptly notify Landlord of the same, and this Lease will automatically terminate at 11:59 p.m., local time, on June 30<sup>th</sup> of the then current fiscal year. The County shall use its best efforts to give Landlord at least thirty (30) days written notice of the lack of appropriation. In the event this Lease is terminated pursuant to this Section 61, the County shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items.

62. Acknowledgement Concerning Statutory Limitations.

Landlord acknowledges that the County is a political subdivision of the State of Maryland and, as such, is governed by the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2002 Repl. Vol.) (the "LGTC"); Md. Code Ann. Art. 25A, sec. 1A (2003 Repl. Vol.); and Md Code Ann., Cts. & Jud. Proc., sec. 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time. Landlord acknowledges that for so long as the County is subject to the terms of the County Indemnification Statutes by virtue of being a political subdivision of the State of Maryland (the "State"), certain indemnities which may be provided for in this Lease are limited by the provisions of the County Indemnification Statutes. Further, any programs of the State which are being administered by the County within the demised premises shall be subject to the limited immunity granted to State employees and programs under the County Indemnification Statutes and under the Maryland Tort Claims Act, Sec. 12-101 et seq. of the State Government Article of the Maryland Annotated Code as the same may be amended from time to time (the "State Tort Act"). For purposes of this Lease, the County Indemnification Statutes

and the State Tort Act are referred to collectively as the "Tort Acts." In the event of any assignment of this Lease (or sublease of all or part of the demised premises) to a person or entity to whom the Tort Acts do not by their terms apply, nothing set forth in this Lease shall be deemed to limit the liability of such assignees or sublessees under such indemnifications (or any other provision of the Lease) to that set forth in the Tort Acts. Landlord and the County acknowledge and agree that any indemnifications set forth in this Lease are not intended to create any rights in any third parties or to increase the County's (or the State's) liability above the caps provided in the Tort Acts, as applicable.

63. Non-Discrimination.

Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27-19 of the Montgomery County Code (2004, as amended from time to time), as well as all other applicable federal, state and local laws, rules and regulations regarding employment discrimination. By executing this Lease, Landlord represents that, to the best of its knowledge as of the date hereof, Landlord is not engaged in any employment discrimination in violation of the preceding sections of the Montgomery County Code or any other applicable federal, state or local laws, rules and regulations regarding employment discrimination.

64. Ethics Requirement.

Landlord acknowledges and agrees that, unless authorized pursuant to Chapter 19A and Section 11B-52 of the Montgomery County Code (2004, as amended from time to time), it is unlawful for any person transacting business with County to employ a public employee for employment contemporaneous with his or her public employment.

[Signature page follows hereafter]

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

LANDLORD:

WHEATON COMMERCIAL CENTER  
ASSOCIATES LIMITED PARTNERSHIP, a  
Maryland limited partnership

By: IDI - WHEATON COMMERCIAL,  
INC., a Virginia corporation, General  
Partner

Kathleen T. Lee  
Witness

By: [Signature]  
Name: Norman M. Dreyfuss  
Title: EX. V.P.

COUNTY:

MONTGOMERY COUNTY, MARYLAND,  
a body corporate and politic and a political  
subdivision of the State of Maryland

Rebecca S. Domaruk  
Witness

By: [Signature]  
Name: Joseph F. Beach  
Title: Assistance Chief Administrative  
Officer

Approved as to form and legality  
Office of the County Attorney

Recommended

By: [Signature]  
Name: Eileen T. Basaman  
Title: Associate County Atty.

By: [Signature]  
Cynthia Brenneman  
Director, Office of Real Estate

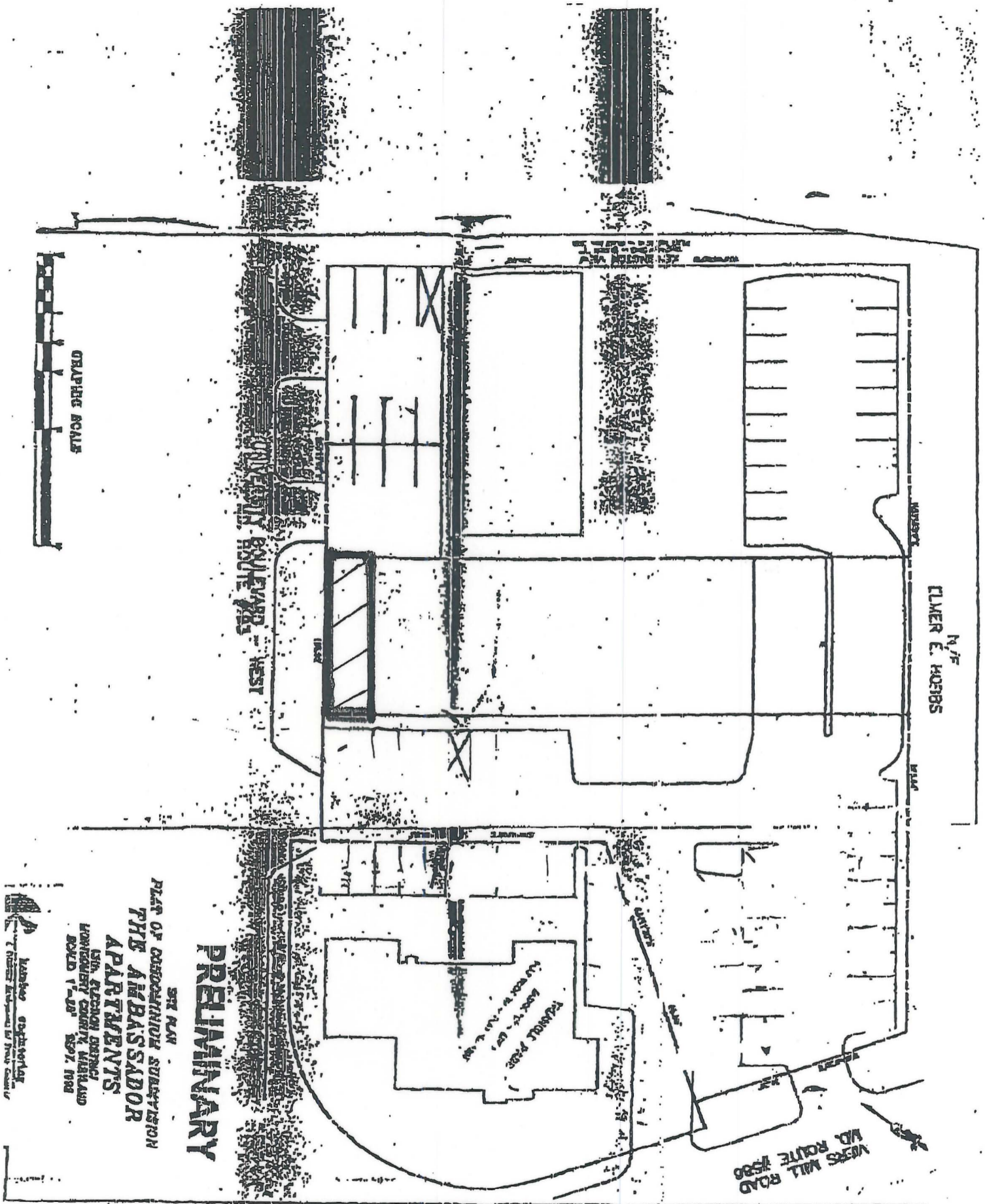
EXHIBIT A

SHOPPING CENTER / LOCATION OF DEMISED PREMISES

[attached hereunder]

A handwritten signature or mark in blue ink, consisting of a stylized, elongated loop or 'S' shape.

# EXHIBIT A



TOTAL P.02

*[Handwritten signature]*

## EXHIBIT B

### RULES AND REGULATIONS

The County shall, at all times during the Term of the Lease:

1. Use, maintain and occupy the demised premises in a careful, safe, proper and lawful manner, and keep the demised premises and its appurtenances in a clean and safe condition;
2. Keep all glass in the doors and windows of the demised premises clean and in good repair;
3. Not place, maintain or sell any merchandise in any vestibule or entry to the demised premises, on the sidewalk or mall area adjacent to the demised premises, or elsewhere on the outside of the demised premises without the prior written consent of the Landlord;
4. Keep the demised premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests;
5. Not permit undue accumulations or garbage, trash, rubbish and other refuse in closed containers within the interior of the demised premises until removed;
6. Not use, permit or suffer the use of any apparatus or instruments for musical or other sound reproduction or transmission in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the premises;
7. Light the show windows and exterior signs of the demised premises to the extent required in the Lease;
8. Keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the demised premises;
9. Not cause or permit objectionable odors to emanate or be dispelled from the demised premises;
10. Not overload the floors or electrical wiring, and not install any additional electrical wiring or plumbing, without Landlord's prior written consent;
11. Not use show windows in the demised premises for any purpose other than display of merchandise for sale in a neat and attractive manner;
12. Not conduct or permit any public or private auction to be conducted on or from the demised premises;
13. Not solicit business in the common areas of the Shopping Center or distribute handbills or other advertising materials in the common areas, and if this provision is violated, the County shall pay Landlord the cost of collecting same from the common areas for trash disposal;
14. All loading and unloading of goods shall be done in the County's loading area (if any), except for customer pick up and deliveries;
15. No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the demised premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time;
16. No loud speakers, televisions, phonographs, radios or other devices shall

be used in a manner so as to be heard or seen outside the demised premises without the prior written consent of the Landlord;

17. If the demised premises are equipped with heating facilities separate from those in the remainder of the property, the County shall keep the demised premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures;

18. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the County, who shall or whose employees, agents or invitees shall, have caused it;

19. The County shall not burn any trash or garbage of any kind in or about the demised premises, the property, or within one mile of the outside property lines of the Shopping Center. And

20. The County shall not permit or encourage any loitering in or about the demised premises and the Shopping Center.

EXHIBIT C

COUNTY FORM OF ESTOPPEL

[attached hereunder]

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, located in the bottom right corner of the page.